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7 COMMONWEALTH LAND TITLE INSURANCE COMPANY

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 THE BANK OF NEW YORK MELLON,
FKA THE BANK OF NEW YORK, AS
11 TRUSTEE FOR THE CERTIFICATE
HOLDERS CWALT, INC., ALTERNATIVE
12 LOAN TRUST 2006-19CB, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
13 2006-19CB,

14 Plaintiff,

15 vs.

16 COMMONWEALTH LAND TITLE
INSURANCE COMPANY,

17 Defendant.

18 Case No.: 2:19-cv-01601-GMN-DJA

19 **STIPULATION AND PROPOSED
ORDER TO STAY CASE PENDING
APPEAL AND EXTENDING
DEADLINE TO RESPOND TO
COMPLAINT**

20 **(First Request)**

21 Plaintiff The Bank of New York Mellon, fka the Bank of New York, as Trustee for the
22 Certificate Holders CWALT, Inc., Alternative Loan Trust 2006-19CB, Mortgage Pass-Through
23 Certificates, Series 2006-19CB (“Bank”) and defendant Commonwealth Land Title Insurance
24 Company (“Insurer”) (collectively, the “Parties”), by and through their undersigned counsel,
25 stipulate and agree as follows, subject to the approval of the District Court:

26 **WHEREAS**, Bank filed this action on September 11, 2019;

27 **WHEREAS**, Bank caused the complaint and summons to be served on Insurer on
28 November 25, 2019;

29 **WHEREAS**, Insurer’s current deadline to respond to the Complaint is December 16,
30 2019;

1 **WHEREAS**, there are now currently pending in the United States District Court for the
2 District of Nevada more than three dozen actions between national banks, on the one hand, and
3 their title insurers, on the other hand (the “Actions”);

4 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the
5 national bank contends, and the title insurer disputes, that a title insurance claim involving an
6 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

7 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992
8 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
9 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5
10 Endorsement (the “Form Policy”);

11 **WHEREAS**, each of the Actions implicates common questions of interpretation of the
12 Form Policy;

13 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of
14 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*
15 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)
16 (the “*Wells Fargo II* Appeal”);

17 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the
18 *Wells Fargo II* Appeal will likely touch upon issues regarding the interpretation of the Form
19 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition
20 of the other Actions, including the instant action;

21 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant
22 action pending the disposition of the *Wells Fargo II* Appeal, that a stay of the instant action will
23 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests
24 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the
25 *Wells Fargo II* Appeal might affect the disposition of this case);

26 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
27 stipulate and agree as follows:

1. The instant action shall immediately be **STAYED**, pending the disposition of the

1 Wells Fargo II Appeal.

2 2. The Insurer's deadline to respond to Bank's complaint is hereby **VACATED**.

3 3. By entering into this stipulation, Insurer does not intend to waive, and expressly
4 reserves, any and all defenses listed in Fed. R. Civ. P. 12(b), including with respect whether it is
5 subject to personal jurisdiction in this forum.

6 4. By entering into this stipulation, neither of the Parties is waiving its right to
7 subsequently move the Court for an order lifting the stay in this action.

8 Dated this 27th day of November 2019

EARLY SULLIVAN WRIGHT
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/s/--Kevin S. Sinclair

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20 MELLON, FKA THE BANK OF NEW YORK, AS
21 TRUSTEE FOR THE CERTIFICATE HOLDERS
22 CWALT, INC., ALTERNATIVE LOAN TRUST
23 2006-19CB, MORTGAGE PASS-THROUGH
24 CERTIFICATES, SERIES 2006-19CB

25 Dated this 6 day of December, 2019.

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28 _____
29 Gloria M. Navarro, District Judge
30 UNITED STATES DISTRICT COURT